

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: 5/15/2024

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MARCUS ANTHONY RHEA, on behalf of :
himself, the FLSA Collective Plaintiffs, and the :
Class, :

Plaintiff, :

- against - :

CLIPPER REALTY, INC. et al, :

Defendants. :
-----X

24-CV-1040 (RWL)

**ORDER
APPROVING SETTLEMENT
AND DISMISSING CASE**

ROBERT W. LEHRBURGER, United States Magistrate Judge.

This case is an action for damages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") and the New York Labor Law. Before the Court is the parties' joint letter request that the Court approve their settlement agreement, a fully executed copy of which was submitted on May 14, 2024. A federal court is obligated to determine whether settlement of an FLSA case under the court's consideration is fair and reasonable and the subject of an arm's length negotiation, not an employer's overreaching. *See Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015).

The Court has carefully reviewed the Settlement Agreement as well as the parties' letter. The Court has taken into account, without limitation, prior proceedings in this action; the attendant risks, burdens, and costs associated with continuing the action; the range of possible recovery; whether the Settlement Agreement is the product of arm's length bargaining between experienced counsel or parties; the amount of attorney's fees; and the possibility of fraud or collusion. Among other attributes of the Settlement

Agreement, there are no confidentiality restrictions; no non-disparagement provisions; and the release is narrowly tailored to wage and hour claims.

In approving the Settlement Agreement, the Court has reviewed Plaintiff's lodestar calculation and does not endorse the hourly rates indicated for Plaintiff's counsel. Regardless, the fee provided for by the Settlement Agreement is fair and reasonable.

This case, having resolved by settlement, is hereby dismissed and discontinued in its entirety, with prejudice, without costs or fees to any party, except as provided for in the parties' settlement agreement. The Clerk of Court is respectfully requested to terminate all motions and deadlines, and close this case.

SO ORDERED.

A handwritten signature in black ink, appearing to read 'R. Lehrburger', written over a horizontal line.

ROBERT W. LEHRBURGER
UNITED STATES MAGISTRATE JUDGE

Dated: May 15, 2024
New York, New York

Copies transmitted to all counsel of record.